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15 AUTODESK, INC.
16

17 UNITED STATES DISTRICT COURT
18
19 NORTHERN DISTRICT OF CALIFORNIA
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21 AUTODESK, INC., a Delaware
22 corporation,
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24 Plaintiff,
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26 v.
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28 HARPSON ENGINEERING, P.C., a
1 New Jersey corporation, doing business as
2 PERKS-REUTTER ASSOCIATES and
3 also doing business as PERKS-REUTTER
4 ENGINEERING and further doing
5 business as JOHN G. REUTTER
6 ENGINEERING ASSOCIATES and also
7 doing business as REUTTER
8 ENGINEERING,
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10 Defendant.
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13 CASE NO. C05-04808 CRB
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15 STIPULATION; ORDER; RETENTION OF
16 JURISDICTION
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1 The parties to this action, by and through their respective counsel signing below, hereby
2 stipulate to the following:

3 1. Without admitting wrongdoing, Harpsern Engineering, P.C., a New Jersey
4 corporation, doing business as Perks-Reutter Associates and also doing business as Perks-Reutter
5 Engineering and further doing business as John G. Reutter Engineering Associates and also doing
6 business as Reutter Engineering, (hereinafter "Defendant") and its respective agents, servants and
7 employees, and all other persons affiliated with Defendant, agree that they shall not anywhere in
8 the United States, unlawfully copy, reproduce, manufacture, duplicate, disseminate, distribute, or
9 use any unauthorized copies of copyrighted computer software products of Plaintiff that are the
10 subject of this proceeding including, but not limited to:

11 (a) AutoCAD® Land Development Desktop, Release 2 software; Autodesk®
12 AutoCAD® Land Development Desktop, Release 1 software; Autodesk® Civil Design, Release 2i
13 software; Autodesk® Civil Design, Release 1 software; Autodesk® Survey, Release 2i software;
14 Autodesk® Survey, Release 1 software; and Softdesk 8 Civil/Survey software; and

15 (b) any corresponding reference manuals and documentation relating to the
16 software products identified in Section 1(a).

17 2. The remaining claims for relief in this action have been settled with certain
18 additional obligations to be performed by the parties pursuant to the settlement. Further, the
19 parties agree that this Court is to retain complete jurisdiction over the settlement of the action.
20 The remaining action is hereby dismissed with prejudice provided, however, that this Court shall
21 expressly retain complete jurisdiction to vacate the dismissal to reopen the action to enforce
22 performance of the terms of the parties' settlement agreement, and the parties to this action
23 consent to the jurisdiction of the Court for said purposes.

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1 Dated: January 29, 2006

DONAHUE GALLAGHER WOODS LLP

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3 By: Lawrence K. Rockwell
4 Lawrence K. Rockwell
5 Attorneys for Plaintiff
6 AUTODESK, INC.

7 Dated: January 1, 2006

LAW OFFICE OF ROY S. GORDET

8 By: Roy S. Gorde
9 Roy S. Gorde
10 Attorneys for Defendant
11 HARPERS ENGINEERING, P.C., a New
12 Jersey corporation, doing business as PERKS-
13 REUTTER ASSOCIATES and also doing business
14 as PERKS-REUTTER ENGINEERING and further
15 doing business as JOHN G. REUTTER
16 ENGINEERING ASSOCIATES and also doing
17 business as REUTTER ENGINEERING

18 Dated: January 31, 2006

HARPERS ENGINEERING, P.C.

19 By: Samuel C. Perks
20 Samuel Chris Perks
21 President and Owner of
22 HARPERS ENGINEERING, P.C., a New
23 Jersey corporation, doing business as PERKS-
24 REUTTER ASSOCIATES and also doing business
25 as PERKS-REUTTER ENGINEERING and further
26 doing business as JOHN G. REUTTER
27 ENGINEERING ASSOCIATES and also doing
28 business as REUTTER ENGINEERING

29 Dated: February 5, 2007

30 IT IS SO ORDERED

31 U.S. Dist.

